

W.E. 5/14/09 9:37:18
DK P BK 132 PG 9
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY /
~~AFTER RECORDATION, PLEASE RETURN TO:~~

ATTN: Christian A. Farmakis
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 7th Floor
Pittsburgh, PA 15222
(412) 394-5400
By: _____

11636859

*** After recording return to:
Fidelity National Title
7130 Glen Forest Drive #300
Richmond, VA 23226
Attn: Melissa Cater

**ASSIGNMENT AND ASSUMPTION OF
SITE LEASE**

for the Tower Site located at:

Tower Site: MEM Cedarview
Street Address: 3068 Highway 305
City: Olive Branch
County: Desoto
State: Mississippi

between

CROWN CASTLE SOUTH LLC, as "Assignor"

and

TOWER DEVELOPMENT CORPORATION, as "Assignee"

one

9

Crown BUN # 807668

TDC ID # _____

TDC BUN # _____

**ASSIGNMENT AND ASSUMPTION OF
SITE LEASE**
(MEM Cedarview)

THIS ASSIGNMENT AND ASSUMPTION OF SITE LEASE (this "Assignment") is hereby made and entered into as of the 30th day of March, 2009 (the "Effective Date") by and between **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, with a principal place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignor"), and **TOWER DEVELOPMENT CORPORATION**, a Maryland corporation, with a notice address of c/o Berkshire Partners LLC, One Boston Place, Boston, Massachusetts 02108 ("Assignee").

RECITALS

A. Chester Carter and his wife, Chestine Cook Carter, (collectively "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company entered into that certain Option and Lease Agreement dated July 29, 2008, (the "Site Lease") for a parcel of real property located in Desoto County, Mississippi (the "Leased Premises"). The Leased Premises (together with any utility and access easements) are hereinafter further described on **Exhibit A** attached hereto.

B. A Memorandum of Lease has been recorded with the Desoto County Chancery Clerk's Office.

C. New Cingular Wireless PCS, LLC assigned the Site Lease to Assignor pursuant to that certain Assignment and Assumption of Lease Agreement dated March 12, 2009, and recorded with the DeSoto County Chancery Clerk's office.

D. On March 30, 2009, Assignee, Crown Castle International Corp., Crown Castle USA Inc., Crown Castle BP ATT LLC and Berkshire Fund VII L.P. entered into that certain Tower Facility Development and Acquisition Agreement ("Tower Facility Agreement") whereby among other matters, Crown Castle USA Inc. (indirect parent corporation of Assignor) agreed to cause Assignor to grant, convey, sell, assign, transfer and deliver the Site Lease to Assignee, and Assignee agreed to assume the liabilities relating to such Site Lease, on the terms and subject to the conditions set forth in the Tower Facility Agreement.

E. Pursuant to the Tower Facility Agreement, Assignee, Crown Castle USA Inc., Crown Castle Towers 06-02 LLC, Crown Communication Inc. and Assignor entered into that certain Master Bill of Sale, Assignment and Assumption Agreement dated as of March 30, 2009 (the "Bill of Sale") whereby, among other matters, Assignor assigned its interest in the Site Lease to Assignee, and Assignee assumed certain of Assignor's rights and obligations under the Site Lease as more specifically set forth therein.

F. By executing this Assignment, Assignor and Assignee desire to confirm and reaffirm the assignment by Assignor, and assumption by Assignee, of the Site Lease as provided in the Bill of Sale, and the parties desire to record this Assignment in the Desoto County Office of the Chancery Clerk.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration each to the other in hand paid and the premises and covenants hereinafter set forth, Assignor and Assignee agree as follows:

1. Incorporation of Recitals; Definitions. The foregoing recitals are true and correct and are expressly incorporated herein by this reference. Any capitalized terms not defined herein shall have those meanings referenced and set forth in the Bill of Sale and the Tower Facility Agreement.

2. Assignment of Site Lease. Assignor hereby grants, conveys, sells, assigns, transfers and delivers to Assignee all of its rights, title, interest, duties and obligations under the Site Lease (free and clear of all Encumbrances, except Permitted Encumbrances).

3. Assumption of Liabilities. Assignee hereby accepts all right, title and interest of Assignor in, to and under the Site Lease, and assumes all Liabilities relating to the Site Lease.

4. Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4.2 OF THE TOWER FACILITY AGREEMENT, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE, OR AS OTHERWISE EXPRESSLY SET FORTH HEREIN (i) ASSIGNOR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE CONDITION, ACCURACY, COMPLETION OR SUITABILITY OF THE SITE LEASE, (ii) ASSIGNEE HEREBY AGREES TO ACQUIRE THE SITE LEASE IN ITS "AS, IS, WHERE IS" CONDITION COMPLETE WITH ALL FAULTS; AND (iii) ASSIGNOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE SITE LEASE, INCLUDING ALL WRITTEN OR ORAL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. No Additional Rights. The parties acknowledge and agree that this Assignment is intended to confirm and reaffirm the rights and obligations of the parties set forth in the Bill of Sale and the Tower Facility Agreement. Nothing in the Agreement shall modify, expand or limit any of the rights or obligations of the parties set forth set forth in the Bill of Sale or the Tower Facility Agreement.

6. Execution and Counterparts. This Assignment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each

counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts.

7. Further Assurances; Recordation. The parties hereby covenant and agree to execute and have executed all such further assignments, instruments of transfer and agreements and to take (or cause to be taken) all such further actions as may reasonably be necessary or appropriate in order to accomplish more fully and effectively the assignment and assumption of the Site Lease contemplated hereby. Assignor and Assignee acknowledge that this Assignment will be recorded, and each party shall cooperate with each other and take all commercially reasonable steps to ensure that it is properly recorded.

[Remainder of page intentionally blank.]

F:\A-F\C2713\0100043 - Berkshire Partners\Assignment and Assumption of Site Leases\MEM Cedarview - Assignment and Assumption of Site Lease - Final.doc

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ATTEST:

ASSIGNOR:

CROWN CASTLE SOUTH LLC

Carl Pfeiffer
Print Name: CARL PFEIFFER

By: [Signature]
Name: David J. Tanczos
Title: Vice President -
National Site Development

Lyndi Muraco
Print Name: LYNDI MURACO

NOTARIAL AFFIDAVIT

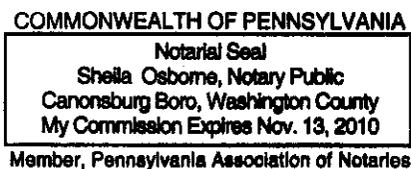
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF WASHINGTON :

I, Sheila Osborne, a Notary Public within and for the Commonwealth of Pennsylvania, duly commissioned and acting, do hereby certify that on this 7th day of May, 2009, personally appeared before me David J. Tanczos, of Crown Castle South LLC, a Delaware limited liability company, to me personally known to be the person who signed the foregoing Assignment and Assumption of Site Lease, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he is the Vice President - National Site Development of said entity, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, he has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by himself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

Sheila Osborne
Notary Public

My Commission Expires: 11/13/10



[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF SITE LEASE]
[MEM CEDARVIEW - TOWER DEVELOPMENT CORPORATION]

ATTEST:

ASSIGNEE:

TOWER DEVELOPMENT CORPORATION

Erica L. Steele
Print Name: Erica L. Steele

By: Elizabeth Hoffman
Name: Elizabeth Hoffman
Title: Secretary / Clerk

Suzanne E. Straka
Print Name: Suzanne E. Straka

NOTARIAL AFFIDAVIT

STATE OF Massachusetts :

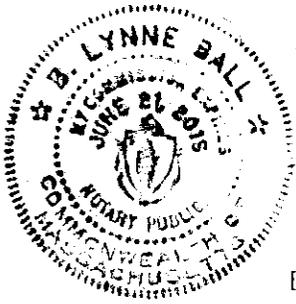
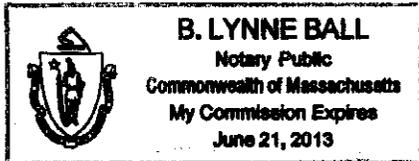
COUNTY OF Suffolk : SS:

I, B. Lynne Ball, a Notary Public within and for the State of Massachusetts, duly commissioned and acting, do hereby certify that on this 24th day of April, 2009, personally appeared before me Elizabeth Hoffman, of Tower Development Corporation, a Maryland corporation, to me personally known to be the person who signed the foregoing Assignment and Assumption of Site Lease, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that she is the Secretary/Clerk of said entity, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, she has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by herself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

B. Lynne Ball
Notary Public

My Commission Expires:



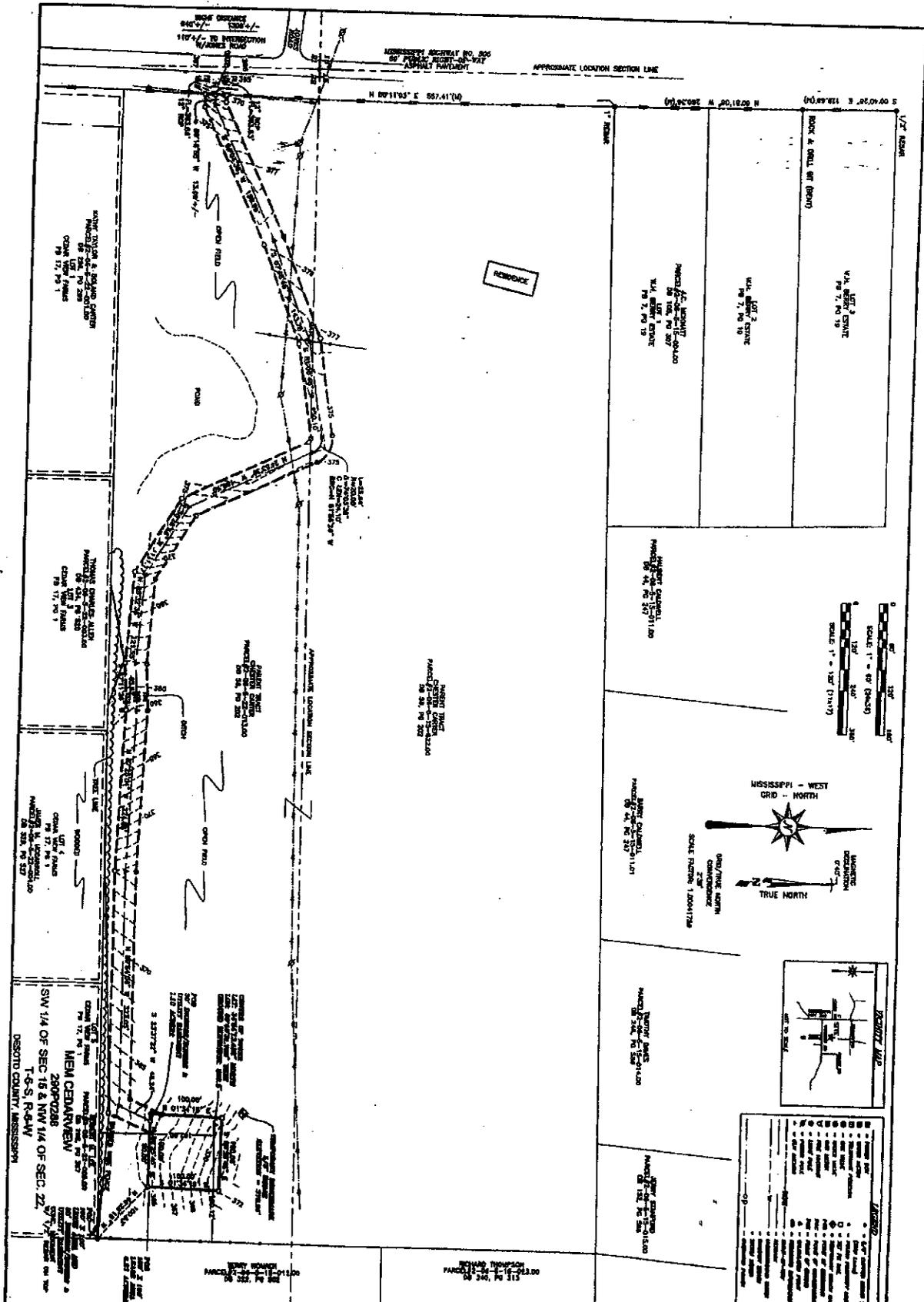
[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF SITE LEASE]
[MEM CEDARVIEW - TOWER DEVELOPMENT CORPORATION]

EXHIBIT A

Leased Premises (and Utility and Access Easements)

Legal Description

(See attached sheets)



SNW
engineering group, inc.

SNW Engineering Group, Inc.
228 Oak Mountain Circle
Pelham, Alabama 35124
(802) 232-6985
Fax: (802) 320-1504

TYPE OF SURVEY TOPOGRAPHIC & LEASE PARCEL	
CLIENT	WALKER ENGINEERING 8451 DUNWOODY PLACE, BUILDING #8 ATLANTA, GEORGIA 30150
APPROVED BY	DATE
WLS	07/07/00
DESIGNED BY	DATE
N/A	08-08-01
CHECKED BY	DATE
AAK	08-08-01
SCALE	1" = 80'
SHEET	1 OF 2

REVISIONS		
NO.	DESCRIPTION	DATE
1	ISSUE FOR THE RECORD	07/04/00
2	ISSUED FOR RECORD	07/04/00

